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THE WILLOWS CONDOMINIUM 5518 WILLOW LANE MURRAY, UTAH 84107

AMENDMENT TO BY-LAWS

AMENDMENT made this 13 day of , 1982, to the By-Laws of the Willows Condominium, which form Appendix "C" to the Declaration of Covenants, Conditions and Restrictions recorded in Salt Lake County, Utah on August 13, 1976, as Entry No. 2845080, in Book 4300 at Page 221, pursuant to the provisions of said By-Laws and of the Utah Condominium Ownership Act, Utah Code Ann. Section 57-8-1 et seq. (1953 as amended).

## WITNESSETH:

WHEREAS, a certain condominium known as The Willows Condominium was established pursuant to the Utah Condominium Ownership Act on or about July 8, 1976; and

WHEREAS, the two amendments to the By-Laws of the Willows Condominium appearing hereinafter were approved by the vote of more than 51% of the holders of the common interest of all unit owners at a meeting of unit owners duly held on January 15, 1982, for the purpose of giving approval to said amendments; and

WHEREAS, a mortgagee holding mortgages constituting first liens upon 25 or more condominium units gave written approval of said amendments on February 19, 1982;

NOW THEREFORE, the By-Laws of the Willows Condominium, which form Appendix "C" to the Declaration of Covenants, Conditions and Restrictions recorded in Salt Lake County, Utah on August 13, 1976, as Entry No. 2845080, in Book 4300 at Page 221, and amended by Amended Restrictions recorded June 30, 1978, as Entry No. 3132064, Book 4699, Page 1235 of official records, are amended as follows effective upon recording, and all other provisions of the Declaration and Exhibits attached thereto, as previously amended, shall remain in full force and effect except insofar as they may contradict or conflict with the following amendments:

1. Subsection 2.(j) of Article II of the By-Laws is amended to read in its entirety:

"Taking all steps necessary to incorporate the association of unit owners under the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, Section 16-6-18 et seq. Utah Code Annotated (1953 as amended), becoming its initial Governing Board, and thereafter performing its duties in the name of the resulting corporation as its Governing Board."

2. Subsection 6.(b) of Article V of the By-Laws is amended to read in its entirety;

"In the event of default by any unit owner in paying to the management committee the assessed common charges, such unit owner shall be obligated to pay a late fee equal to a uniform percentage set by the management committee of any such charges remaining unpaid thirty days after they are due, together with all expenses, including attorney's fees, incurred by the management committee in collecting such unpaid common charges, whether by means of a lawsuit or otherwise, plus interest at the legal rate on these amounts from the dates they are due or incurred. The management committee shall have the right and duty to attempt to recover such common charges, together with any late fees and collection expenses, including attorney's fees, plus interest thereon, in an action brought against such unit owner, or by foreclosure of the lien on such condominium unit."

> MANAGEMENT COMMITTEE OF THE WILLOWS CONDOMINIUM

By William H. AMES

STATE OF UTAH

SS.

County of Salt Lake)

On the  $/3^{\frac{16}{12}}$  day of  $/3^{\frac{16}{12}}$ , 1982, personally appeared before me William H. Ames who did say that he is the President of the Willows Condominium and he is authorized to sign this instrument on behalf of the Management Committee of the Willows Condominium, and said Committee executed the within and foregoing instrument.

NOTARY PUBLIC Residing at Salt Lake County, Utah

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